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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 019055

2000 MAR 21 AM 10:32

MORRIS W. GARDNER
RECORDER

Tract No.: IN-LA-128

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 3rd day of FEBRUARY, 2000, between JAMES L. PONZIANO, ("Grantor") and Williams Communications, Inc., a Delaware Corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is P. O. Box 22064, Tulsa, Oklahoma 74121, its successors and assigns ("Grantee").

This Document is the property of
the **WITNESSETH** Recorder!

For and in consideration of the sum of TEN Dollars (\$ 10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee, its successors and assigns, the perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon with a width and centerline as indicated below, to survey, construct, install, test, maintain, inspect, operate, protect, repair, upgrade, replace, abandon and remove underground communication system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communication (including, without limitation, pipeline data) for and by others upon and along a route or routes on, in, over, under, through, and across the following described land (the "Property") located in the County of Lake, State of Indiana, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF THIS AGREEMENT together with the right of ingress and egress to, from and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such lands, gates, or roads caused by its use thereof) and together with a temporary easement to provide work space along and adjacent to the Easement as may be deemed necessary by Grantee.

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MAR 20 2000

PETER BENJAMIN
LAKE COUNTY AUDITOR

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The communication system(s) shall be installed across the Property within, and the temporary work space easement shall be limited to, the area of the Property on the western side of an existing pipeline owned by Amoco Pipeline Company ("Amoco"), as such pipeline is located as of the day of this instrument. The conduit and/or fiber optic cable shall be located with twenty (20) feet of the western border of Amoco's right-of-way as it exists as of the execution of this Agreement. The Easement shall be ten (10) feet in width parallel to the western border of Amoco's right-of-way as it exists as of the execution of this Agreement.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crop, timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted.

Grantee shall place no above ground structures or improvements (except for markers at property lines, fence lines, and road and stream crossings) upon the Easement.

Grantee agrees to comply with all State and Federal laws relating to the exercise of the rights herein granted. Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance by Grantee, its agents or subcontractors, of said easement facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorney's fees.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement and the temporary work space easement for the purposes stated herein.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

Grantor covenants that Grantor has the right to convey the Easement, including the rights and privileges set forth herein; and that Grantor shall execute such further assurances thereof as may be required.

TO HAVE AND TO HOLD the Easement, temporary work space easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns to warrant and forever defend

all and singular the Easement, temporary work space easement, and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed hereto the day and year above written.

GRANTOR:

James L. Ponziano

Print Name: JAMES L. PONZIANO

Address: 10745 SHERMAN AVE
CROWN POINT, IND.
46307



Cross-reference: Recorded plat or last deed of record:

Book: _____ Page: _____

Document No.: 870572

This instrument was prepared by: Charles T. Plake, Esq.
One Williams Center, Suite 4100, Tulsa, OK. 74172

EXHIBIT "A"

Lot 24, Green Acres Estates, as shown in Plat Book 51, page 25, and as amended in Plat of Correction recorded November 28, 1979 in Plat Book 51, page 63, in Lake County, Indiana.



EXHIBIT "B"

Grantee agrees that this easement is for the initial installation of said underground communications system only. The cost of actual damages, if any, of each repair, maintenance or replacement procedure or occurrence will be reimbursed upon completion of each procedure or occurrence. Should additional facilities, expansion or relocation be required in the future, Grantee will enter into separate negotiations at that time.

This temporary workspace will revert back to the 10' (foot) permanent easement after completion of construction, consisting of 3 conduits and one fiber optic cable. Completion of construction meaning, when the fiber-optic system is placed in operation which will occur on or about December 31, 2000.

AS-BUILT plat of fiber optic line will be furnished to Grantee after completion of construction.

If, in the event a termination of the fiber optic line occurs, the fiber optic cable will be removed but the 3 conduits will stay intact as they currently exist.

Grantee, for a one (1) year period following the completion of construction Grantors property, shall be responsible to restore all property, as nearly as practicable, to a like condition that existed immediately prior to construction. Grantee, at its option, may indemnify Grantor for the cost of repairing property damage by construction to pre-construction conditions for items damaged by construction, including but not limited to compaction, drain tiles, shrubs, plants trees and turf.

Grantor will be notified 5 days prior to the construction of the fiber optic system on said property.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
)
COUNTY OF LAKE) ss

On this 3 day of February, 2000, personally appeared before me
Day Month Year

JAMES L. PONZIANO personally known to me or who has produced IND D.L.
(name of person acknowledging) (type of identification)

as identification who acknowledged that he executed the foregoing instrument and that the same
(he/she)

is his free act and deed.
(his/her)



SUZANNE DAVENPORT
Res. of Marion Co.
Comm. Exp. 11-8-2007

Suzanne Davenport
Notary Public

Name: Suzanne Davenport

County of Residence: Marion

Expiration of Commission: 11-8-2007

